

**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT OF FLORIDA,
IN AND FOR MIAMI-DADE COUNTY**

SOUTH EQUIPMENT CORPORATION,

Plaintiff,
vs.

CASE NUMBER:

LAND BARON II, LLC.

Defendant.

COMPLAINT

COMES NOW Plaintiff, SOUTH EQUIPMENT CORPORATION (hereinafter “South Equipment”), by and through its undersigned counsel, sues Defendants LAND BARON II, LLC (hereinafter known as “Defendant”), and alleges as follows:

GENERAL ALLEGATIONS

1. This action is for damages that exceed \$ 15,000.00, exclusive of interest and costs.
2. At all times pertinent to this action, South Equipment was authorized to and doing business in the State of Florida.
3. At all times herein mentioned, Defendant Land Baron II was a Florida limited liability company located and doing business in Miami, Florida.
4. Venue in Miami-Dade County, Florida is proper in this action under Section 47.011 of the Florida Statutes because the activities giving rise to this action occurred in this County.
5. On or about January 2013, South Equipment and the Defendant entered into a business relationship wherein South Equipment would provide hauling aggregates (fill) to the Defendant.

6. On or about April 2014, the Defendant, their representatives, agents, and/or employees accepted and inspected the hauling aggregates (fill) before they were delivered to the Defendant.
7. At no time material to this action, did the Defendant report that the goods were damaged.
8. The Defendant did not reject the hauling aggregates (fill) and/or return the hauling aggregates (fill) and/or other goods to South Equipment.
9. Demand has been made by South Equipment to the Defendant for payment of the sum of \$ 13,710.00.
10. The Defendant has yet to pay for the hauling aggregates (fill) delivered to it.

COUNT I- CIVIL THEFT

11. Plaintiff re-alleges paragraphs 1 through 10 of the General Allegations and makes them a part of this Count I.
12. Defendant knowingly obtained hauling aggregates (fill), which are property belonging to South Equipment, and knowingly refused to return the hauling aggregates on South Equipment's request with the intent to deprive South Equipment of its rights and benefits in the property and with the intent of appropriating South Equipment's property to their own use.

WHEREFORE, Plaintiff, South Equipment, demands judgment against Defendant for compensatory damages, treble damages under § 772.104 and § 772.11, *Fla.Stat.*, interest, costs and attorney's fees under § 772.11, *Fla.Stat.* for other and further relief as the Court may deem proper.

COUNT II- BREACH OF CONTRACT

13. South Equipment re-alleges paragraphs 1 through 10 of the General Allegations and makes them a part of this Count II.
14. On or about April 2014, at the special instance and request of defendant and in consideration of defendant's promise to pay the purchase price, South Equipment delivered to the Defendant the goods and merchandise, namely hauling aggregates (fill) shown in **Exhibit "A,"** attached to this Complaint and incorporated by reference.
15. South Equipment fully performed his/her part of the agreement described in Paragraph 12, in that South Equipment delivered the goods to defendant at the time and place and in the manner agreed between South Equipment and the Defendant as it had been done since the beginning of their business relationship.
16. In violation of its promises and obligations under the agreement described in Paragraph 12, the Defendant breached the agreement between itself and South Equipment by wrongfully failing to make payment due for the hauling aggregates (fill) following receipt of a justified demand from South Equipment.
17. As a direct and proximate result of defendant's breach of contract, plaintiff has suffered damages.

WHEREFORE, all premises considered, the Plaintiff South Equipment herein demands that this Honorable Court enter a judgment against the Defendant, Land Baron II, LLC in the amount of \$ 13,710.00 plus court costs, late charges, and deferred interest on the foregoing sum.

COUNT III- ACCOUNT STATED

18. South Equipment re-alleges paragraphs 1 through 10 of the General Allegations and makes them a part of this Count III.

19. Before the institution of this action South Equipment and the Defendant had business transactions between them and they agreed to the resulting balance.

20. South Equipment rendered statement comprising of the invoices and receipts as shown by **Exhibit “A,”** attached to this Complaint and incorporated by reference, to the Defendant and Defendant did not object to the statement.

21. Defendant owes South Equipment \$ 13,710.00 that is due with interest on the account.

WHEREFORE, all premises considered, the Plaintiff South Equipment herein demands that this Honorable Court enter a judgment against the Defendant, Land Baron II, LLC in the amount of \$ 13,710.00 plus court costs, late charges, and deferred interest on the foregoing sum.

COUNT IV-GOODS SOLD

22. South Equipment re-alleges paragraphs 1 through 10 of the General Allegations and makes them a part of this Count IV.

23. Defendant owes South Equipment \$ 13,710.00 that is due with interest since April 2013, as evidenced by the invoices attached hereto and incorporated herein as Plaintiff's **Exhibit 'A.'**

WHEREFORE, South Equipment demands that this Honorable Court enter a judgment for damages against Defendant, Land Baron II, LLC, in the sum of \$ 13,710.00 plus interest and court costs.

(IN THE ALTERNATIVE)

EQUITABLE RELIEF-UNJUST ENRICHMENT

24. Plaintiff re-alleges paragraphs 1 through 10 of the General Allegations and makes them a part of this count.

25. South Equipment and the Defendant had business transactions where Defendant was to pay for goods sold and delivered by South Equipment.

26. The Defendant received a financial benefit from the South Equipment upon the use of the goods provided to the Defendant by South Equipment.

27. The Defendant accepted the financial benefit.

28. The Defendant knowingly requested the goods at issue and knowingly and voluntarily accepted the benefits bestowed on it by South Equipment.

29. Under the circumstances, it would be inequitable for the Defendant to retain the benefit without paying the value thereof and would cause the Defendant to be unjustly enriched.

WHEREFORE, Plaintiff, South Equipment, demands judgment for damages against Defendants in the sum of \$ 13,710.00 plus interest and court costs.

DEMAND FOR JURY TRIAL

30. Plaintiff demands a trial of the foregoing actions by jury.

Dated: October 15, 2014

Respectfully submitted,

Attorneys for Defendant
12955 Biscayne Boulevard, Suite 328
North Miami, FL 33181
Telephone No. 305.921.0440

By: /s/ Diana L. Collazos
Diana L. Collazos, Esq.
Florida Bar No. 96308 / Diana@jflawfirm.com
Romy J. Jurado, Esq.
Florida Bar No. 89793 / Romy@jflawfirm.com

Romy B. Jurado, Esq.
Jennie G. Farshchian, Esq.
T (305) 921-0440
F (305) 921-0438

JURADO & FARSHCHIAN

12955 Biscayne Boulevard
Suite 328
North Miami, FL 33181
www.jflawfirm.com

August 29, 2014

VIA CERTIFIED AND REGULAR U.S. MAIL

Wayne Rosen
Land Baron II, LLC
277 Galeon Court
Coral Gables, FL 33143

Drew C. Rosen
Land Baron II, LLC
1371 Sawgrass Corporate
Sunrise, FL 33323

Re: Civil Theft

Dear Messrs. Rosen and Rosen:

As you are aware, this law firm represents South Equipment Corp. ("South") in its effort to collect the outstanding obligation owed by Land Baron II, LLC in the amount of \$13,710.00 for product obtained by you from our client.

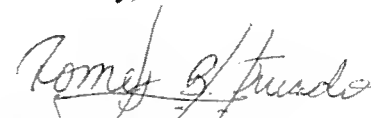
Florida Statute §772.11 permits South to make a claim against you for triple the amount of damages it sustained.

Demand is hereby made upon you for payment of \$41,130.00, which is three times the damages sustained by South, no later than thirty (30) days from receipt of this letter. If you choose not to respond to this thirty (30) day demand for payment of \$41,130.00, our client will have no choice but to seek redress in the courts of the State of Florida, which may include, but is not limited to, and action for triple damages, attorneys' fees and costs under Florida Statute 772.11.

Please make the check payable to Jurado & Farshchian, P.L. and deliver it to our office within the thirty (30) day period.

PLEASE GOVERN YOURSELF ACCORDINGLY.

Sincerely,


Romy B. Jurado, Esq.

SOUTH EQUIPMENT CORP.

28705 SW 132 AVE.
#110
HOMESTEAD, FL 33033

Invoice

Date	Invoice #
4/5/2013	2013048

Bill To
Land Baron II, LLC 21820 S.W 129 Ave. Miami, FL 33170

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Ticket#	Truck	Description	Rate	Serviced	Amount
1	370851	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	370852	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	370853	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	370854	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	370855	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	370856	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	370857	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	370858	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	370859	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	370860	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	370861	004	Red Fill to Redland Ranch Lot 4 Block 15	110.00	4/2/2013	110.00
1	370862	004	Red Fill to Redland Ranch Lot 4 Block 15	110.00	4/2/2013	110.00
1	370863	004	Red Fill to Redland Ranch Lot 4 Block 15	110.00	4/2/2013	110.00
1	370864	004	Red Fill to Redland Ranch Lot 4 Block 15	110.00	4/2/2013	110.00
1	571368	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571369	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571370	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571371	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571372	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571373	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571374	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571375	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571376	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571377	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571378	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571379	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/2/2013	110.00
1	571380	080	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	571381	080	Red Fill to Redland Ranch Lot 4 Block 13	110.00	4/2/2013	110.00
1	571382	080	Red Fill to Redland Ranch Lot 4 Block 13	110.00	4/2/2013	110.00
1	571383	080	Red Fill to Redland Ranch Lot 4 Block 13	110.00	4/2/2013	110.00
1	571384	080	Red Fill to Redland Ranch Lot 4 Block 13	110.00	4/2/2013	110.00
1	670897	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	670898	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00

Thank you for your business.

Balance Due

28705 SW 132 AVE.
#110
HOMESTEAD, FL 33033

Date	Invoice #
4/5/2013	2013048

Bill To
Land Baron II, LLC 21820 S.W 129 Ave. Miami, FL 33170

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Ticket#	Truck	Description	Rate	Serviced	Amount
1	670899	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00
1	570900	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/2/2013	110.00

Balance Due	\$3,850.00
--------------------	-------------------

SOUTH EQUIPMENT CORP.

28705 SW 132 AVE.

#110

HOMESTEAD, FL 33033

Invoice

Date	Invoice #
4/12/2013	2013052

Bill To
Land Baron II, LLC 21820 S.W 129 Ave. Miami, FL 33170

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Ticket#	Truck	Description	Rate	Serviced	Amount
1	370869	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/8/2013	110.00
1	370870	004	Red Fill to Redland Ranch Lot 5 Block 15	110.00	4/8/2013	110.00
1	670987	001	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/8/2013	110.00
1	670988	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/8/2013	110.00
1	670989	080	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/8/2013	110.00
1	670991	001	Red Fill to Redland Ranch Lot 5 Block 13	110.00	4/8/2013	110.00
1	370873	004	Sand to Redland Ranch Lot 4 Block 15	160.00	4/9/2013	160.00
1	370874	004	Sand to Redland Ranch Lot 4 Block 15	160.00	4/10/2013	160.00
1	370875	004	Sand to Redland Ranch Lot 4 Block 15	160.00	4/10/2013	160.00
1	370876	004	Sand to Redland Ranch Lot 4 Block 15	160.00	4/10/2013	160.00
1	571394	080	Sand to Redland Ranch Lot 4 Block 13	160.00	4/10/2013	160.00
1	571395	080	Sand to Redland Ranch Lot 4 Block 13	160.00	4/10/2013	160.00
1	571396	080	Sand to Redland Ranch Lot 4 Block 13	160.00	4/10/2013	160.00
1	670997	001	Sand to Redland Ranch Lot 5 Block 15	160.00	4/10/2013	160.00
1	670998	001	Sand to Redland Ranch Lot 4 Block 15	160.00	4/10/2013	160.00
1	670999	001	Sand to Redland Ranch Lot 5 Block 15	160.00	4/10/2013	160.00
1	370877	004	Sand to Redland Ranch Lot 4 Block 15	160.00	4/11/2013	160.00
1	671000	001	Sand to Redland Ranch Lot 5 Block 15	160.00	4/11/2013	160.00

Thank you for your business.

Balance Due \$2,580.00

EXHIBIT B

SOUTH EQUIPMENT CORP.

28705 SW 132 AVE.

#110

HOMESTEAD, FL 33033

Invoice

Date	Invoice #
4/26/2013	2013058

Bill To
Land Baron II, LLC 21820 S.W 129 Ave. Miami, FL 33170

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Ticket#	Truck	Description	Rate	Serviced	Amount
1	943810	004	Red Fill to Redland Ranch Lot 4 Block 15	130.00	4/15/2013	130.00
1	943812	004	Red Fill to Redland Ranch	130.00	4/16/2013	130.00
1	670941	004	Red Fill to Redland Ranch Lot 4 Block 13	130.00	4/16/2013	130.00
1	670942	004	Red Fill to Redland Ranch Lot 4 Block 13	130.00	4/16/2013	130.00
1	670943	001	Red Fill to Redland Ranch Lot 4 Block 13	130.00	4/16/2013	130.00
1	670944	004	Red Fill to Redland Ranch Lot 4 Block 15	130.00	4/16/2013	130.00
1	670945	004	Red Fill to Redland Ranch Lot 4 Block 15	130.00	4/16/2013	130.00
1	670946	004	Red Fill to Redland Ranch Lot 4 Block 15	130.00	4/16/2013	130.00
1	670947	001	Red Fill to Redland Ranch Lot 5 Block 13	130.00	4/16/2013	130.00
1	670948	004	Red Fill to Redland Ranch Lot 4 Block 15	130.00	4/16/2013	130.00
1	670949	004	Red Fill to Redland Ranch Lot 5 Block 13	130.00	4/16/2013	130.00
1	670950	001	Red Fill to Redland Ranch	130.00	4/16/2013	130.00
1	943817	004	Red Fill to Redland Ranch Lot 4 Block 15	130.00	4/19/2013	130.00
1	943818	004	Red Fill to Redland Ranch Lot 4 Block 15	130.00	4/19/2013	130.00
1	943819	004	Red Fill to Redland Ranch Lot 4 Block 15	130.00	4/19/2013	130.00
1	943820	004	Red Fill to Redland Ranch Lot 4 Block 15	130.00	4/19/2013	130.00
1	943821	004	Red Fill to Redland Ranch Lot 4 Block 15	130.00	4/19/2013	130.00
1	944856	001	Red Fill to Redland Ranch Lot 4 Block 13	130.00	4/19/2013	130.00
1	944857	001	Red Fill to Redland Ranch Lot 4 Block 13	130.00	4/19/2013	130.00
1	944858	001	Red Fill to Redland Ranch Lot 4 Block 13	130.00	4/19/2013	130.00
1	944859	001	Red Fill to Redland Ranch Lot 4 Block 13	120.00	4/19/2013	120.00
1	944860	004	Red Fill to Redland Ranch Lot 4 Block 13	120.00	4/19/2013	120.00
1	944861	001	Red Fill to Redland Ranch Lot 4 Block 13	120.00	4/19/2013	120.00
1	944862	001	Red Fill to Redland Ranch Lot 4 Block 13	120.00	4/19/2013	120.00
1	943822	004	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/20/2013	120.00
1	943824	004	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/20/2013	120.00
1	943825	004	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/20/2013	120.00
1	943826	004	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/20/2013	120.00
1	943827	004	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/20/2013	120.00
1	943828	004	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/20/2013	120.00
1	944863	001	Red Fill to Redland Ranch Lot 4 Block 13	120.00	4/20/2013	120.00
1	944864	001	Red Fill to Redland Ranch	120.00	4/20/2013	120.00
1	944865	001	Red Fill to Redland Ranch	120.00	4/20/2013	120.00

Thank you for your business.

Balance Due

SOUTH EQUIPMENT CORP.

28705 SW 132 AVE.
#110
HOMESTEAD, FL 33033

Invoice

Date	Invoice #
4/26/2013	2013058

Bill To
Land Baron II, LLC 21820 S.W 129 Ave. Miami, FL 33170

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Ticket#	Truck	Description	Rate	Serviced	Amount
1	944866	001	Red Fill to Redland Ranch Lot 4 Block 13	120.00	4/20/2013	120.00
1	944867	001	Red Fill to Redland Ranch Lot 4 Block 13	120.00	4/20/2013	120.00
1	944868	001	Red Fill to Redland Ranch	120.00	4/20/2013	120.00
1	943829	004	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/22/2013	120.00
1	943830	004	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/22/2013	120.00
1	943832	004	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/22/2013	120.00
1	943833	004	Red Fill to Redland Ranch Lot 5 Block 15	120.00	4/22/2013	120.00
1	943834	004	Red Fill to Redland Ranch Lot 5 Block 15	120.00	4/22/2013	120.00
1	943835	004	Red Fill to Redland Ranch Lot 5 Block 15	120.00	4/22/2013	120.00
1	943836	004	Red Fill to Redland Ranch Lot 5 Block 15	120.00	4/22/2013	120.00
1	40225	001	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/22/2013	120.00
1	40226	080	Red Fill to Redland Ranch Lot 5 Block 15	120.00	4/22/2013	120.00
1	40227	080	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/22/2013	120.00
1	40228	080	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/22/2013	120.00
1	40229	080	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/22/2013	120.00
1	402210	080	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/22/2013	120.00
1	402211	080	Red Fill to Redland Ranch Lot 4 Block 15	120.00	4/22/2013	120.00
1	944869	001	Red Fill to Redland Ranch	120.00	4/22/2013	120.00
1	944870	001	Red Fill to Redland Ranch Lot 4	120.00	4/22/2013	120.00
1	944871	001	Red Fill to Redland Ranch Lot 4 Block 13	120.00	4/22/2013	120.00
1	944873	001	Red Fill to Redland Ranch Lot 5 Block 13	120.00	4/22/2013	120.00
1	944874	001	Red Fill to Redland Ranch Lot 5 Block 13	120.00	4/22/2013	120.00
1	944875	001	Red Fill to Redland Ranch Lot 4 Block 13	120.00	4/22/2013	120.00
1	944876	001	Red Fill to Redland Ranch	120.00	4/22/2013	120.00
1	944878	001	Red Fill to Redland Ranch	120.00	4/22/2013	120.00
1	944879	001	Red Fill to Redland Ranch	120.00	4/22/2013	120.00

Thank you for your business.

Balance Due \$7,280.00